

Privacy Policy

BY USING THIS PLATFORM, YOU AGREE WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY AND TO COMPLY WITH THIS PRIVACY POLICY.

THIS PRIVACY POLICY IS A LEGALLY BINDING DOCUMENT BETWEEN “YOU” AND “YOUCLOUD” (BOTH TERMS DEFINED BELOW). THE TERMS OF THIS PRIVACY POLICY WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM, BY CLICKING ON THE “I ACCEPT” TAB OR BY USING THE MOBILE APP/WEBSITE OR BY ANY OTHER MEANS) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND YOUCLOUD FOR YOUR USE OF THE MOBILE APP/WEBSITE (DEFINED BELOW).

DECLARATION

We value the trust You place in us. That's why we insist upon the highest standards for secure transactions and customer information privacy. Please read the following statement to learn about our information gathering and dissemination practices.

Note: Our Privacy Policy is subject to change at any time without notice. To make sure You are aware of any changes, please review this policy periodically.

By mere use of the Website, You expressly consent to our use and disclosure of Your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Terms of Use.

By providing us Your Information or by using the facilities and services provided by the App/Website, You hereby consent to the collection, storage, processing, and transfer of any or all of Your Personal Information and Non-Personal Information by YouCloud, as specified under this Privacy Policy. You further agree that such collection, use, storage, and transfer of Your Information shall not cause any loss or wrongful gain to You or any other person.

Financial Technology Myanmar Company Limited and its subsidiaries and affiliates and Associate Companies (individually and/or collectively, "YouCloud") is/are concerned about the privacy of the data and information of Users (including sellers and buyers/customers whether registered or non- registered) accessing, offering, selling, or purchasing products or services on YouCloud's websites, mobile sites, or mobile applications and otherwise doing business with YouCloud or its Associate Companies here shall have the same meaning.

By using YouCloud Mobile App/Website (the “App” or “Website” or its partner’s apps or websites in this document), You, the Customer (“You”, “Your”, or the “User” in this document), unconditionally agree to the Privacy Policy of YouCloud (hereinafter referred as “YouCloud”, “we”, “us”, or “our” in this document) have provided herein for use of the App/Website. If You do not wish to agree to the outlined Privacy Policy (the “Privacy Policy” in this document),

please refrain from using this App/Website and do not seek to obtain access to or otherwise use the App/Website.

YouCloud is concerned about the privacy of its Users (hereinafter referred to as “You”, “Your”, “Yourself”) accessing its App and/or its Website (“Website”/“YouCloud”) and has provided this Privacy Policy (“Policy”) to familiarize You with the manner in which YouCloud or its partners collects, uses and discloses Your information collected through the Website.

BY USING THE APP/WEBSITE AND PARTNERS’ APPS/WEBSITES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS POLICY AND PARTNER’S APP/WEBSITE POLICIES. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, PLEASE DO NOT PROCEED TO USING THIS APP/WEBSITE FURTHER.

This Privacy Policy applies to information we collect when You sign up for YouCloud services, when You access or use any of our Apps, Websites, products, when You speak to our staff, or when You otherwise interact with us (collectively, the “Services”). This policy also applies to information we collect if You have not signed up for our Services, but You are making payment transactions through our Services.

We may change this Privacy Policy from time to time by posting the updated version on our App/Website. We advise You to review this page regularly to stay informed and to make sure that You are happy with any changes. If we make material changes to this Privacy Policy, we will notify You by e-mail or by posting a notification when You log into our Website or when You open our Mobile App.

In order to use our services, You must accept all terms of this Privacy Policy.

1. Collecting information about You

1.1. When You register for an YouCloud Account (“Account”), we collect “Personal Information” which includes but is not limited to information about You, including Your full name, address, date of birth, e-mail address, and telephone number. We may also collect information about Your business, including Your company name, legal form, business type, nature and purpose of Your business, business address, business telephone number, the directors, and ultimate beneficial owners.

1.2. In order to perform payouts to You based on the transactions that You perform, we collect Your bank Account details.

1.3. For research surveys or marketing purposes, we may from time to time collect other information when You register, including Your preferences and interests.

1.4. In order to verify Your identity as required by applicable anti-money laundering laws, and in order to prevent fraud, we may collect information about You from third party agencies,

including but not limited to Your credit rating, financial history, court judgments, company registration number (if any), date of registration etc.

1.5. When You use our services, we collect “sensitive personal information” about You which includes but is not limited to information relating to Your purchase preference, racial preferences, gender, and/or transactional details, including time, location, transaction amount, payment method, bank Account details, and card and cardholder details.

1.6. When You access our Website or use any of our mobile site/app, we may automatically collect information, including but not limited to, Your IP address, operating system, browser type, identifiers for Your computer or mobile device, Your visit date and time, and Your visit behavior.

2. Using information about You

2.1. We use information collected about You in order to provide our services and deliver all the relevant information to You, including transaction receipts, payout reports, security alerts, and support messages.

2.2. We also use information collected about You in order to improve and personalize our services. For instance, we may enable features specific to Your business in our mobile applications or Website.

2.3. We may use information collected about You to communicate with You about news and updates to our services and to inform You about any promotions, incentives, and rewards offered by us and/or our partners.

2.4. We may also use information collected about You through cookies and web beacons to track and analyze usage behavior and any actions relevant for promotions, incentives, and rewards in connection with our Services.

2.5. We may use information collected about You to protect our rights and to investigate and prevent fraud or other illegal activities and for any other purpose disclosed to You in connection with our Services.

3. Accessing Your personal information and sensitive personal information

3.1. We may share all the relevant information collected about You with any member of our group of companies, including subsidiaries, our ultimate holding company and its subsidiaries and affiliates on a need-to-know basis.

3.2. We may disclose information to the extent necessary with third parties who perform functions on our behalf in order to process payment transactions for You, including fraud prevention and verification service providers, financial institutions, processors, payment card associations and other entities that are part of the payment and collections process.

3.3. We may also share personal information only collected about You with third parties whom we partner with for advertising campaigns, contests, special offers, or other events or activities in connection with our services.

3.4. We may also disclose information collected about You (i) if disclosure is necessary to comply with any applicable law or regulation; (ii) to enforce applicable terms and conditions or policies; (iii) to protect the security or integrity of our services; and (iv) to protect our rights.

3.5. In any case, we will always ensure that Your information will only be processed in connection with the services and in accordance with this Privacy Policy and applicable data protection legislation.

4. Data Security

4.1. We are committed to ensuring that the information collected about You is secure. We take reasonable measures (including administrative, technical, and physical procedures) to protect Your information from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction. When You are logged into Your Account, all internet communication is secured using Secure Socket Layer (SSL) technology with high-security 128-bit encryption. Also, we may offer additional level of security by confirming the details of transaction done by You or on Your behalf over SMS/e-mail or by sending one-time password (OTP) etc.

4.2. This high level of security can only be effective if You follow certain security practices Yourself, including never sharing Your Account or login details with anyone. If You believe that any of Your Account login details have been exposed, You can change Your password at any time through our Website or mobile application, but You should always also immediately contact customer service.

4.3. Transmission of information via the internet is not completely secure. Therefore, we cannot guarantee the security of the transmission of Your information to us. Any transmission is at Your own risk. Once we have received Your information, we will use strict procedures and security structures to prevent unauthorized access.

5. Retention

We are required by law to retain certain records of the information collected about You for a period of at least eight years after termination of Your Account. Otherwise, we reserve the right to delete and destroy all of the information collected about You upon termination of Your Account unless You request otherwise. If agreed, we shall continue to store Your information, for example Your transaction history, which You may require for accounting purposes.

6. Cookies and Web Beacons

6.1. We use a number of cookies and web beacons within our Website and applications. Cookies are small data files which are placed on Your computer, mobile device, or any other device as You browse our Website or use any of our applications or web-based software. Web beacons are small graphic images or other web programming code which may be included in the Website/App and any of our e-mail messages.

6.2. We may use cookies and web beacons for the following purposes: (i) To personalize our services to You as an individual and to tailor our services to You based on the preferences You may choose; (ii) to facilitate the effective operation of our Websites and applications; (iii) to track website traffic or application usage for statistical purposes and to monitor which pages or features Users find useful or not; (iv) to identify You upon Account login and to assist You when resetting Your password; (v) to assist in meeting our regulatory obligations, such as anti-money laundering and anti-fraud obligations, and prevent Your Account from being hijacked; or (vi) to enable us to link to our group companies' app/websites.

6.3. Some cookies may not be related to our company. When You visit a page on our Website/App with content embedded from, for example, YouTube or Facebook, cookies may be stored on Your device from these websites. We do not control the dissemination of such third party cookies, and You should check these third party websites for more information about these cookies and their privacy policy.

6.4. The cookies or web beacons will never enable us to access any other information about You on Your computer, mobile device or any other device other than the information You choose to share with us.

6.5. Most web browsers automatically accept cookies but You may modify Your browser settings to decline cookies. Rejecting cookies used by our Website, mobile application, or web-based software may prevent You from taking full advantage of them and may stop them from operating properly when You use them.

6.6. If You do not consent to our use of the cookies, You must disable the cookies by deleting them or changing Your cookie settings on Your computer, mobile device or other device or You must stop using the services.

7. User discretion and opt out

7.1. You agree and acknowledge that You are providing Your Information out of Your free will. You have an option not to provide or permit YouCloud to collect Your Personal Information or later on withdraw Your consent, with respect to such Personal Information so provided herein, by sending an e-mail to the compliance officer or such other electronic address of the respective YouCloud entity, as may be notified to You. In such case, You should neither visit any App/Website nor use any services provided by YouCloud entities nor shall contact any of

YouCloud entities. Further, YouCloud may not deliver products/services to You, upon Your order, or YouCloud may deny You access from using certain services offered on the Website.

7.2. You can add or update Your Personal Information on a regular basis. Kindly note that YouCloud would retain Your previous Personal Information in its records.

8. Compliance Officer

8.1 If You find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure, and transfer of Your Personal Information under this Privacy Policy or any terms of YouCloud

's Terms of Use, Term of Sale, and other terms and conditions or polices of any YouCloud entity, please contact us through customercare@fintechmm.com